

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON**

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH RESOLUTION NO. 14- 052 -CC
MOSES LAKE IRRIGATION AND
REHABILITATION DISTRICT**

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

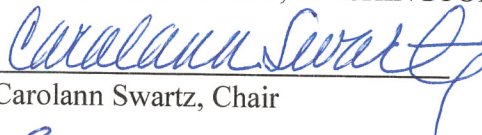
WHEREAS, Grant County, a municipal corporation created and situated within the State of Washington, and Moses Irrigation and Rehabilitation District (MLIRD), a special purpose district duly formed pursuant to chapters 87.03 and 87.84 RCW, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, it is the desire of Grant County and MLIRD to enter into an interlocal agreement for the purpose of proceeding with a combined foreclosure for all property taxes, irrigation assessments, and all costs and interest owing to both entities, and for purposes exclusive to the Interlocal Agreement, and chapters 87.03, 87.06, and 87.84 RCW, permitting the Grant County Treasurer to serve as the ex officio treasurer of the MLIRD

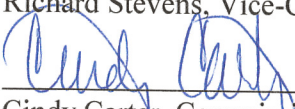
NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement be executed by and between Grant County and Moses Lake Irrigation and Rehabilitation District.

PASSED AND ADOPTED this 29th day of September, 2014.

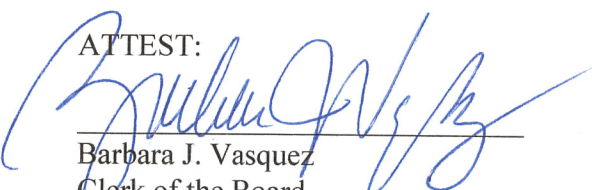
BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON


Carolann Swartz, Chair

Excused
Richard Stevens, Vice-Chair


Cindy Carter, Commissioner

ATTEST:


Barbara J. Vasquez
Clerk of the Board

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT WITH
MOSES LAKE SCHOOL DISTRICT**

After recording, return to:

Board of County Commissioners
PO Box 37
Ephrata WA 98823-0037

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into between Grant County ("COUNTY"), a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, by and through the Office of the Grant County Treasurer ("TREASURER"), and the Moses Lake Irrigation and Rehabilitation District, a special purpose district duly formed pursuant to chapters 87.03 and 87.84 RCW ("MLIRD").

I. RECITALS

WHEREAS, pursuant to RCW 87.84.060, the MLIRD has retained all power, rights and authority heretofore or hereafter granted to irrigation districts under title 87 RCW; and

WHEREAS, the MLIRD Board of Directors and the TREASURER may, through the Interlocal Cooperation Agreement Act, chapter 39.34 RCW, choose to have one of the treasurers, the treasurer of the COUNTY or the treasurer of the MLIRD, proceed with a combined foreclosure for all property taxes, irrigation assessments, and all costs and interest owing to both entities; and

WHEREAS, for purposes exclusive to this Interlocal Agreement, and chapters 87.03, 87.06, and 87.84 RCW, the TREASURER is the ex officio treasurer of the MLIRD; and

WHEREAS, the MLIRD and the TREASURER hereby acknowledge, agree and understand that a combined foreclosure for all delinquent property taxes and assessments concerning properties situated within the COUNTY, to include all irrigation district assessments, and all costs and interest owing to both entities, allows the TREASURER to use the foreclosure procedure set forth in chapter 84.64 RCW; and

WHEREAS, the MLIRD and the TREASURER hereby acknowledge, agree and understand when acting as the treasurer for the irrigation district, the TREASURER may use the foreclosure procedure under chapter 84.64 RCW.

WHEREAS, it is the desire of the MLIRD to provide the TREASURER with the same authority as if it were the MLIRD in commencing and processing foreclosure of MLIRD lawful assessments; and

WHEREAS, the MLIRD and the TREASURER hereby acknowledge, agree and understand that authority concerning preparation and processing of the MLIRD assessment roll does not, on occasion, accommodate value changes which occur throughout the year as a result of determinations by the Board of Equalization, Board of Tax Appeal rulings, subdivisions, construction of improvements, as well as manifest errors in description, double assessments, clerical errors in extending the rolls, manifest errors in the listing of the property which do not involve a revaluation of property, inaccuracies as a result of segregations, boundary line adjustments, plat recordings, and other modifications resulting from a normal course of events; and

WHEREAS, it is the desire of the MLIRD to provide the TREASURER with authority to amend or correct values set forth on or otherwise corresponding to properties on the assessment roll provided by the MLIRD, which may be erroneous and/or inaccurate as a result of events set forth above;

WHEREAS, for purposes of this ILA, the MLIRD shall designate a representative to perform those secretarial duties and functions set forth in chapters 87.03 and 87.06 RCW. Provided: In the event the MLIRD formerly appoints, engages or designates any person as its "secretary", such person shall perform those duties and functions as contemplated in chapters 87.03 and 87.06 RCW,

WHEREAS, no new or separate legal or administrative entity is created by this Agreement.

II. AGREEMENTS

NOW, THEREFORE, in consideration of the promises and agreements herein, and subject to the terms and conditions hereinafter set forth, it is mutually understood and agreed by the MLIRD and the COUNTY/TREASURER as follows:

I. GENERAL AGREEMENTS

A. The parties hereby acknowledge, agree and understand, the TREASURER shall have the same authority as if it were MLIRD in commencing and processing any lawful foreclosure of MLIRD's irrigation assessments.

B. The parties hereby acknowledge, agree and understand, the TREASURER shall have sole discretion to use or otherwise employ the foreclosure procedure under chapter 84.64 RCW.

C. The TREASURER shall be responsible for completing all necessary and legal processes to foreclosure property delinquent in paying MLIRD's irrigation assessments and to sell the property at the annual property tax foreclosure sale. TREASURER shall include in the minimum bid at the annual tax sale the amount of costs, as defined below, for each parcel subject to foreclosure under this Agreement. Upon redemption, the person seeking redemption shall pay the costs of foreclosure to the COUNTY/TREASURER.

D. As foreclosure is for both property taxes and MLIRD assessments, MLIRD shall not be required to pay COUNTY the costs of foreclosing, said costs to be collected at sale as provided herein. Costs are intended to include, but not be limited to, costs for title insurance policies, postage service fees, reasonable administration fees and, if necessary, attorneys fees and costs.

E. The TREASURER shall have authority to amend and/or correct parcel assessment values set forth on the MLIRD assessment roll provided to the Treasurer pursuant to chapter 87.03 RCW, which have occurred as a result of determinations by the COUNTY Board of Equalization, Board of Tax Appeal rulings, subdivisions, construction of improvements, as well as manifest errors in description, double assessments, clerical errors in extending the rolls, manifest errors in the listing of the property which do not involve a revaluation of property, inaccuracies as a result of segregations, boundary line adjustments, plat recordings, and other modifications occurring in the normal course of events.

F. In making modifications and/or corrections to parcel values set out on the assessment roll provided by the MLIRD, the TREASURER shall first obtain information and/or values created by the Office of the COUNTY Assessor regarding conditions and occurrences referenced in Paragraph I.E., and shall only effect value modifications and corrections on the MLIRD assessment roll which directly correspond to the information and values created by the Office of the COUNTY Assessor.

G. No modifications and/or corrections shall be made concerning parcel values set out on the assessment roll provided by the MLIRD which precede the 2010 assessment year/ 2011 tax year.¹ Provided: the parties may, upon mutual written agreement and pursuant to applicable law, amend the assessment year/tax year related to parcel value modifications and/or corrections

Further, Provided: In the event the Treasurer and/or COUNTY Assessor believes an adjustment or refund is necessary concerning a parcel value set out on the assessment roll provided by the MLIRD which precedes the 2010 assessment year / 2011 tax year, the Treasurer, COUNTY Assessor, and a representative of the MLIRD shall confer and make their best, good faith effort to agree on the value of such parcel, which agreement shall be approved by the governing body of the MLIRD. In the event the parties are unable to reach agreement regarding

¹"Assessment year" means the calendar year when the property is listed and valued by the assessor, and precedes the calendar year when the tax is due and payable. WAC 458-14-005(5). "Tax year" means the calendar year in which the property taxes and assessments are due and payable. WAC 458-14-005-(23).

the value of such parcel, the parties shall follow dispute resolution procedures as set forth below in Paragraph XVII.

H. In the event the Treasurer and/or COUNTY Assessor and/or the MLIRD believe a property should be included or excluded from the district, the Treasurer, Assessor and a representative of the MLIRD shall confer and make their best, good faith effort to agree regarding the status of such property and/or properties. In the event the parties are unable to reach agreement regarding the status of such property and/or properties, the parties shall follow dispute resolution procedures as set forth below in Paragraph XVII.

I. The MLIRD shall provide the TREASURER with a copy of the assessment roll, two (2) business days after such roll is presented by the MLIRD secretary or person performing secretarial duties to MLIRD board pursuant to RCW 87.03.250. In the event any condition or occurrence not referenced in Paragraph I.E. arises which requires modification or correction of a value or values reflected on the assessment roll provided by the MLIRD, the TREASURER shall provide no less fourteen (14) calendar days prior written notice of the issue and the proposed modifications or corrections to the COUNTY Assessor and the designated MLIRD representative prior to the COUNTY Assessor amending the subject value and values. If MLIRD disagrees with the proposed modifications or corrections, the parties shall meet within seven (7) calendar days after receiving notice from the TREASURER, and confer on how best to resolve the issue prior to any change being made in the roll. Thereafter, MLIRD shall provide a corrected assessment roll to the TREASURER's office no later than January 15th of the tax year. Such assessment rolls shall be prepared electronically and set out on a Microsoft Excel spreadsheet.

At all times material herein, the MLIRD, TREASURER and COUNTY Assessor shall confer in good faith, and it shall be incumbent upon the parties to make every effort to resolve issues related to value or companion questions in an efficient and amiable manner.

II. MLIRD RESPONSIBILITIES

A. On or before October 15th of each year, the TREASURER shall provide the MLIRD copies of a record or records setting those parcels situated within MLIRD boundaries, which are listed and assessed by the COUNTY. Provided: the parties may, upon mutual written agreement and pursuant to applicable law, amend the date upon which copies of such record or records shall be provided by the TREASURER to the MLIRD.

B. The MLIRD shall, between the first Monday in March and the first Tuesday in November of each year, prepare an assessment roll with appropriate headings in which must be listed all the lands within the MLIRD. Such book and/or role shall specify, in separate columns and under the appropriate headings as follows:

1. First, the name and address of the person to whom the property is assessed. If the name is not known to the MLIRD, the property shall be assessed to "unknown owners"; and

2. Second, land by township, range and section or fractional section, and when such land is not a legal subdivision, by metes and bounds, or other description sufficient to identify it, giving an estimate of the number of acres, city and town lots, naming the city or town, and the number and block according to the system of numbering in such city or town. Provided: Assessors' plat tax numbers used by county assessors for general state and county taxes in the county where such land is situated may be used for such identification in such assessment roll; and

3. Third, in further columns with appropriate headings shall be specified the ratio of benefits, or, when deemed by the MLIRD more practicable, the per acre value, or the amount of benefits, for general and special district and local improvement district purposes, and the total amount assessed against each tract of land.

4. Provided: Any property which may have escaped assessment for any year or years, shall in addition to the assessment for the then current year, be assessed for such year or years with the same effect and with the same penalties as are provided for such current year and any property delinquent in any year may be directly assessed during the current year for any expenses caused the district on account of such delinquency.

C. Such assessment roll as prepared by the MLIRD, before its equalization and adoption, shall be checked and compared as to descriptions and ownerships, with the TREASURER's land rolls.

D. On or before the fifteenth day of January in each year, the MLIRD shall deliver the assessment roll or any respective segregation thereof to the TREASURER. Such assessment roll shall be prepared electronically and set out on a Microsoft Excel spreadsheet.

III. COUNTY/TREASURER RESPONSIBILITIES

A. After thirty-six calendar months from the month of the date of delinquency, the TREASURER shall prepare certificates of delinquency on the property for the unpaid taxes and assessments, and for costs and interest. Each certificate shall contain the following information:

1. Description of the property assessed;
2. The street address of property, if available;
3. The years for which assessed;
4. The amount of delinquent taxes, assessments, costs, and interest;
5. The name appearing on the treasurer's most current assessment roll for the property; and

6. A statement that interest will be charged on the amount listed in four (4) of this subsection at a rate of twelve percent per year, computed monthly and without compounding, from the date of the issuance of the certificate and that additional costs, incurred as a result of the delinquency, will be imposed, including the costs of a title search.

7. Provided: the TREASURER may provide for the posting of the certificates or other measures designed to advertise the certificates and encourage the payment of the amounts due.

B. Thereafter, the TREASURER shall order a title search of the property for which a certificate of delinquency has been prepared to determine or verify the legal description of the property to be sold and parties in interest.

C. After the completion of the title searches, the TREASURER shall commence legal action to foreclose on the assessment liens pursuant to procedure and process set out in chapter 84.64 RCW. Provided: The parties hereby acknowledge, agree and understand that the foreclosure process concerning all delinquent irrigation district assessments shall be combined with the foreclosure process involving all delinquent property taxes and assessments concerning properties situated within the COUNTY.

IV. OWNERSHIP OF PROPERTY

A. The COUNTY shall be entitled to assume title, as a trustee, to any property that is subject to foreclosure under this Agreement as set forth in chapter 84.64 RCW, when the property fails to receive a bid equal to or greater than the minimum bid at the annual tax sale.

B. The COUNTY shall be entitled to recover all costs and fees related to foreclosure and/or subsequent sale of such property as set forth in chapter 84.64 RCW, and the MLRID shall not pay costs related to foreclosure pursuant to the TREASURER's selection of foreclosure process and procedure under chapter 84.64 RCW.

C. Title to any property foreclosed upon pursuant to this Agreement shall not vest in the MLRID as may be contemplated by RCW 87.06.100.

V. UNCLAIMED SURPLUS PROCEEDS

The COUNTY shall be entitled to all money received above the minimum bid and unclaimed after the statutory claim period in the event the COUNTY/TREASURER is awarded such funds by Order of the Court. In the alternative, the COUNTY/TREASURER shall be entitled, at the sole discretion of the TREASURER, to interplead all surplus foreclosure proceeds for the purpose of allowing the Court to determine the owner of such proceeds.

VI. TERM

This Agreement shall be effective on the date of the last part signing hereto and terminating on December 31, 2019, unless otherwise terminated as set forth herein. Either party may request one five (5) year extension to this Agreement by providing ninety (90) written notice days before the expiration of the original five (5) year Agreement term.

VII. LIABILITY OF THE PARTIES

Neither party shall be responsible for the negligence or actions of the other party to this Agreement.

VIII. MODIFICATION

This Agreement may be modified by mutual written agreement of the parties.

IX. TERMINATION

Either party may terminate this Agreement without cause, upon two hundred and forty (240) days written notice. In the alternative, termination of the Agreement may be accomplished by mutual consent and agreement of the parties, in which case, termination will be effective on the date agreed upon by the parties.

X. ADMINISTRATION

The TREASURER shall be the administrator of this Agreement.

XI. NON-ASSIGNMENT

MLRID shall not assign or transfer this Agreement or any portion of this Agreement or any of its rights or responsibilities hereunder, without the prior written consent of the COUNTY/TREASURER.

XII. WAIVERS

The failure of the COUNTY to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the COUNTY may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default of any terms and conditions.

XIII. NOTICE

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

GRANT COUNTY: Darryl Pheasant, Treasurer
Office of the Grant County Treasurer
P.O. Box 37
Ephrata WA 98823-0037

MLIRD: Manager
Moses Lake Irrigation and Rehabilitation District
P.O. Box 98
Moses Lake, WA 98837

Or at such other address as either party may designate to the other in writing from time to time.

XIV. APPLICABLE LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Grant County, Washington.

XV. SEVERABILITY

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

XVI. HEADINGS NOT CONTROLLING

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

XVII. DISPUTE RESOLUTION AND LEGAL REMEDIES

If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner through mediation. The mediator may be selected by agreement of the parties. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and/or presentation of evidence. Provided: Either party shall be

entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW, subsequent to mediation as set forth herein.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts and understandings, written or oral. This Agreement cannot be terminated, amended or modified except by a written instrument executed by the COUNTY and MLIRD, except as set forth herein. The parties hereby acknowledge the Agreement was mutually negotiated, drafted and agreed to by both parties.

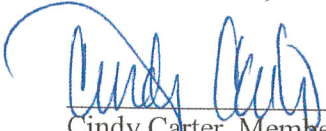
THIS AGREEMENT, consisting of ten (10) pages is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

DATED the 22nd of September, 2014.

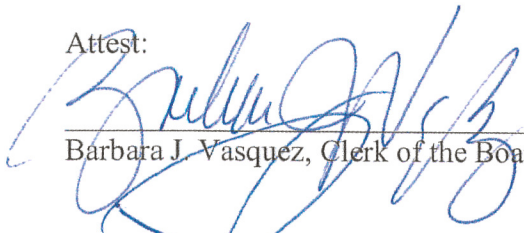
BOARD OF COUNTY COMMISSIONERS

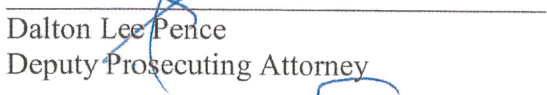

Carolann Swartz, Chair


Richard Stevens, Vice Chair


Cindy Carter, Member

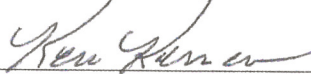
Attest:


Barbara J. Vasquez, Clerk of the Board

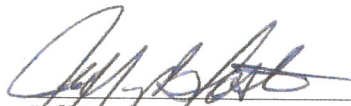

Dalton Lee Pence
Deputy Prosecuting Attorney

DATED the 1st of September, 2014.

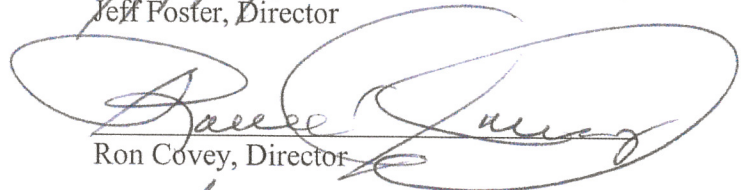
MOSES LAKE IRRIGATION AND
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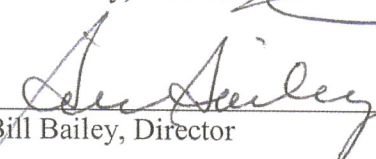
Ken Kernan, Director



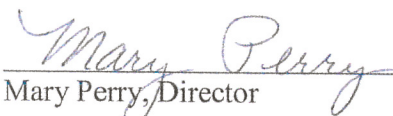
Jeff Foster, Director




Ron Covey, Director



Bill Bailey, Director



Mary Perry, Director



Brian J. Iller
Attorney for Moses Lake Irrigation and
Rehabilitation District